

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Chief Patrick Lynn, (954) 693-8320
PREPARED BY: Angela Rodgers
SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND NOVA SOUTHEASTERN UNIVERSITY FOR COMMUNITY ORIENTED POLICE OFFICERS.

REPORT IN BRIEF: Nova Southeastern University has contracted with the Town of Davie Police Department to provide community oriented policing for their main campus located in Davie. This contract has allowed the Police Department to effectively patrol the campus and service both NSU and the student community it embodies. Both the Town of Davie Police Department and NSU have been pleased with the agreement and wish to renew and amend this contract with revised terms. This new contract provides for three (3) officers to patrol the NSU main campus providing a variety of law enforcement functions. This contract will allow for a continuous assignment of the officers who have become very familiar with campus needs and have made their policing assignments more effective.

Per the agreement, Nova Southeastern University will pay an amount to offset the salaries/benefits cost of three (3) assigned officers. This agreement is self renewing commencing July 1. Representatives from both entities are able to meet to determine changes, increases in staffing or amendments to the contract sixty days prior to the renewal date of July 1.

PREVIOUS ACTIONS: Community oriented police officers have previously been approved for Nova Southeastern University with resolution R-2001-330, R-2001-352 and R-2007-138.

CONCURRENCES: The Town Attorney has reviewed the contracted and approved it.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

This contract is a reimbursable contract, whereas Nova Southeastern University will pay an agreed upon amount to offset the salaries/benefits costs for the three officers assigned to the campus.

Additional Comments: Revenues will be collected through Town of Davie Finance Department

RECOMMENDATION(S): Motion to approve resolution.

Attachment(s): Resolution, contract

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE TOWN OF DAVIE AND NOVA SOUTHEASTERN
UNIVERSITY FOR COMMUNITY ORIENTED POLICE OFFICERS.

WHEREAS, Town Council has shown support in the past for the community oriented police officers program; and

WHEREAS, Nova Southeastern University has committed to provide as outlined in the attached agreement, funding for the use of three (3) community oriented policing officers; and

WHEREAS, the goals and objectives of Nova Southeastern University are consistent with the Town of Davie Police Department's philosophy to enhance community policing efforts in the Town of Davie; and

WHEREAS, the agreement between the Town of Davie and Nova Southeastern University outlines the responsibilities of each agency regarding this program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the agreement between the Town of Davie and Nova Southeastern University to utilize community oriented police officers.

SECTION 2. Town Council authorizes the Budget and Finance Department to complete and submit all invoices and receive collection of payment.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.

AGREEMENT

This Agreement made and entered into this ____ day of _____, 2008, by and between the TOWN OF DAVIE, Florida, a municipal corporation (hereinafter referred to as “**TOWN**”) and NOVA SOUTHEASTERN UNIVERSITY, INC. a Florida not for profit corporation (hereinafter referred to as “**NSU**”).

Witnesseth:

WHEREAS, NSU campus is located within the corporate limits of the Town (the “Campus”); and

WHEREAS, NSU desires TOWN to continue to have police officers serve as community police officers within the Campus; and

WHEREAS, the TOWN and NSU wish to implement the program to be funded by NSU for TOWN to provide three (3) full time police officers providing a variety of law enforcement functions on the Campus.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

Section 1. Duties and Responsibilities of Town.

1.01 TOWN shall continue to provide three (3) police officers, assigned to the Campus as Community Oriented Police Officers (hereinafter referred to as “COPS”) pursuant to a schedule defined by the Police Officers’ Bargaining Agreement, for the term of this Agreement.

A) TOWN shall be responsible for the control and direction of all aspects of employment of the police officers assigned to the COPS program, noting that under the terms of this Agreement the three (3) COPS officers’ primary duty and responsibility is to provide Community Policing Services for the Campus.

B) NSU and TOWN (Police Department supervisory personnel) shall maintain a channel of communications to provide continuous feedback on program effectiveness and officers’ performance throughout the term of this Agreement.

1.03 TOWN shall ensure that the exercise of the law enforcement powers by the COPS is in compliance with the authority granted by law.

1.04 The COPS shall not function as campus disciplinarian or security officers, nor intervene in normal disciplinary actions of NSU, or be used to witness any disciplinary procedures at the Campus, unless such disciplinary actions involve a violation of local, state, or federal law.

1.05 The COPS shall at all times be expected to act within the scope of authority granted by law.

1.06 The individuals serving as COPS may be changed during the course of this Agreement by TOWN, and shifts and hours worked may be adjusted at the discretion of

the Town's Police Department. NSU shall be given five days prior written notice of changes in assigned officers, adjusted shifts or hours worked.

1.07 The COPS shall not be required to attend extracurricular activities which are held beyond his/her regular work day or requires the COPS to leave his/her jurisdiction.

1.08 Each officer assigned to NSU, under this Agreement, will work a forty (40) hour work week subject to terms and conditions outlined in the officer's bargaining unit contract.

1.09 The scope of this Agreement, i.e. additional hours, increased staffing, defined by this Agreement can be modified with the written agreement of both parties and approval by TOWN Council.

Section 2. Duties and Responsibilities of NSU.

2.01 NSU shall pay to TOWN each year of this Agreement the sum of \$259,425.00 for three (3) officers per year (\$86,475.00 salary per officer). This amount of \$259,425.00 per year, paid by NSU, is supplemental funding to TOWN for the assigned three (3) officers' salaries and benefits.

2.02 An additional fee in the amount of \$5,000 per officer, per year, will be paid by NSU and applied to equipment costs, which will include but not limited to a vehicle, vehicle insurance and maintenance, police radios, etc.

2.03 The payments shall automatically be made to the TOWN upon receipt of an invoice from the Town Finance Department at the end of each quarter during the fiscal year.

2.04 Should the salary and benefit amounts for the officers change due to

the officer's collective bargaining agreement, or other changes with a monetary impact to the Town, the amount to be paid by NSU will increase by an equal amount.

2.05 Notice of a change in the amount to be paid by NSU to the Town shall be provided as soon as practicable, following approval of the Town's annual adopted budget.

2.06 NSU shall provide working space for each of the officers assigned pursuant to this Agreement and will provide the officers with desk space and telephone access as needed by the officer.

Section 3. Term of Agreement.

3.01 The effective date of this Agreement will be July 1, 2008 and shall expire on June 30, 2009 and will automatically renew for annual periods beginning on July 1, 2009, unless otherwise terminated by either party as provided herein.

3.02 Sixty (60) days prior to July 1 of each year, representatives of the TOWN, and NSU may meet to determine changes or amendments to the Agreement, otherwise the Agreement will renew automatically as indicated in Subsection 3.01 above. Should the parties fail to reach agreement as to all required changes and/or amendments to this Agreement effective at the end of the then annual period, either party may then elect prior to the renewal date to terminate the Agreement by providing reasonable written notice to the other party in accordance with the notice requirements set forth in Section 13 of this Agreement.

Section 4. Invalid Provision.

4.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in

full force and effect as if the invalid portion was never a part of this Agreement when it was executed. Notwithstanding the foregoing, should the severance of any part of this Agreement materially affect any rights or obligations of the parties hereunder, the parties hereto shall negotiate in good faith to amend this Agreement in a manner satisfactory to the parties. Failing agreement on such amendment, either party may by notice in writing, terminate this Agreement forthwith.

Section 5. Indemnification.

5.01 NSU agrees to indemnify and save harmless TOWN for any liability whatsoever arising out of the negligent or wrongful acts or omission of NSU's employees or agents in coordinating the COPS officers in the performance of their duties and obligations. TOWN agrees to indemnify and save harmless NSU of any liability whatsoever arising out of the negligent or other wrongful acts or omissions of the COPS officers as it relates to performance under this Agreement. Nothing in this Agreement shall be construed to affect in any way the TOWN or NSU's rights, privileges, and immunities, including sovereign immunity as provided by law as set forth in Florida Statute 768.28.

5.02 During the entire term of this Agreement, TOWN and NSU shall maintain commercial general liability insurance in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. Town shall maintain auto liability insurance in the same amounts for the vehicles driven by officers. Each party shall be named as an additional insured on the other party's policy(ies). The policy shall contain a provision that both parties will provide to the other thirty (30) days prior written notice of any cancellation of or reduction in coverage. Town shall maintain worker's

compensation insurance in accordance with the laws of the State of Florida. Each party shall provide a certificate of insurance to the other evidencing this coverage.

Section 6. Independent Contractor.

6.01 TOWN is an independent contractor under this Agreement.

The COPS provided by TOWN shall be employees of TOWN and under the supervision of TOWN, and shall not be officers, employees, or agents of NSU. Personnel policies, tax responsibilities, social security and health insurance employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of and paid by TOWN.

Section 7. Assignment

7.01 Neither party to this Agreement shall, directly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

Section 8. No Waiver.

8.01 The failure of either party to enforce at any time any of the provisions, rights, or to exercise any elections provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein or any of its elections under the terms or conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

Section 9 Complete Agreement and Modification.

9.01 This Agreement is the complete Agreement of the parties; and supersedes, cancels and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof. This Agreement may only be altered, amended or modified by a written instrument duly executed by the parties.

Section 10. Choice of Law.

10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of Florida.

Section 11. Jurisdiction and Venue.

11.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 12. Attorney's Fees.

12.01 If either party institutes litigation against the other party with respect to this Agreement then the prevailing party (after any appeals) shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.

Section 13. Notices.

13.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon receipt if mailed by certified mail, postage prepaid, and return receipt requested, or delivered personally with a receipt obtained, or two (2) business days after deposit with a nationally recognized overnight delivery service, (i.e., Federal Express) to the following persons and addresses unless otherwise specified herein:

As to TOWN:

Chief of Police

Davie Police Department

1230 South Nob Hill Road

Davie, Florida 33324

As to NSU:

Office of Facilities Management

3301 College Avenue

Davie, Florida 33314

Town Administrator

Town of Davie

6591 SW 45 Street

Davie, Florida 33314

IN WITNESS WHEREOF, the parties hereto have duly exercised this Agreement on the day and year first above written.

Attest:

TOWN OF DAVIE, a municipal
corporation of the State of Florida

By: _____

Russell Muniz , Town Clerk

Tom Truex, Mayor

Approved as to form:

Nova Southeastern University, Inc.

By: _____

John C. Rayson, Town Attorney

By: _____

Ray Ferrero, Jr.

Ray Ferrero, Jr., President

